CITY OF COLLEGE PARK, MARYLAND

Request for Proposals

Feasibility Study for Establishing a City Department of Building Code, Permitting and Enforcement

RFP CP-20-03

Proposal Documents

Issued by:

City of College Park
Department of Public Services
8400 Baltimore Avenue, Suite 375
College Park, MD 20740
Telephone: 240-487-3570
FAX: 301-864-7965

RFP Issue Date: Monday, February 10, 2020 Pre-Bid Meeting: Monday, February 24, 2020 at 11:00 a.m. Proposal Due Date: Monday, March 9, 2020 at 2:00 p.m.

CITY OF COLLEGE PARK, MARYLAND

Request for Proposals City Building Code Permitting and Enforcement Department Feasibility Study

RFP CP-20-03

The City of College Park, Maryland, requests sealed submissions from qualified and experienced professionals to perform a feasibility study with respect to establishing a City Building Code, Permitting and Enforcement department separate and distinct from the Prince George's County Department of Permitting Inspections and Enforcement.

Bid proposals must be submitted, in full compliance with the specific requirements specified in the Bid Documents, in a sealed envelope addressed to the Director of Finance, City of College Park, Maryland, marked <u>Consulting Services – Building Code, Permitting and Enforcement Feasibility Study, RFP CP-20-03</u>, and delivered to the Finance Department, City of College Park, 8400 Baltimore Avenue, Suite 375, College Park, Maryland 20740, no later than **Monday, March 9, 2020 at 2:00 p.m.**, at which time the sealed bids will be opened and read publicly. No bid bond is required to be submitted with this proposal.

A pre-proposal meeting for interested proposers will be held on Monday, February 24 at 11:00 a.m. at the College Park City Offices, 8400 Baltimore Avenue, Suite 375, College Park, Maryland. While attendance at the pre-proposal meeting is not mandatory, this is the potential proposer's opportunity to raise questions or issues of concern regarding the services required by the City. All questions must be submitted to the contact person on or before February 24, 2020. Responses will be made in writing and will be posted on the City website and sent by email to any known proposers

Copies of the Bid Documents may be obtained from the Finance Department, 8400 Baltimore Avenue, Suite 375 College Park, Maryland 20740, Monday-Friday 8:00 a.m.-5:00 p.m. (telephone 240-487-3509) at no cost. The City may distribute copies of this Request for Proposals to firms that have requested copies and to other firms. Distribution to such firms does not imply pre-qualification of such firms.

The City of College Park, Maryland is an Equal Opportunity Employer. Discrimination based on race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work is expressly prohibited.

The City reserves the right to reject any and all proposals based on the best interests of the City. The contact persons for this contract are Scott Somers, City Manager and Robert W. Ryan, Director of Public Services, telephone 240-487-3570; FAX 301-864-7965; e-mail: ssomers@collegeparkmd.gov; bryan@collegeparkmd.gov.

CITY OF COLLEGE PARK, MARYLAND

Request for Proposals City Building Code Permitting and Enforcement Department Feasibility Study

RFP CP-20-03

BACKGROUND

The City of College Park ("City") is located in the northwest portion of Prince George's County, Maryland ("County"). The City encompasses approximately five square miles with an estimated population of 32,000. The University of Maryland College Park campus is located within the corporate limits of the City but is not subject to Prince George's County regulations. Exclusive of University of Maryland facilities, City housing stock consists of approximately 4,500 single-family units and approximately 5,000 multi-family units. An additional 1,000 units of housing development is approved or planned. There is 2.6 million square feet of commercial space and approximately 1,000 businesses accounting for 33, 000 jobs. There are two public elementary schools and four private schools located within the City limits.

The City is governed by an elected Mayor and eight Council members. A new City Hall is under construction. The planning for the new City Hall includes space for a building permit department.

The City is part of the Maryland-Washington Regional District. The Maryland-National Capital Park and Planning Commission ("M-NCPPC"), the Prince George's County Planning Board ("Planning Board"), and the Prince George's County Council ("County Council") have jurisdiction over planning, subdivision and zoning for the Regional District, including the City, under Division II, Maryland-National Capital Park and Planning Commission, Titles 14-27, Land Use Article, Annotated Code of Maryland. The City exercises certain limited zoning powers under §\$25-301 and 303 of the Land Use Article. The City also enforces the County Zoning Ordinance within its boundaries through an agreement with the County, as authorized by §22-119 of the Land Use Article.

The County is authorized under §20-513, Building Permits, of the Land Use Article to adopt a building code. For this law to apply in a municipality, it must be adopted as a local law. The County has adopted a Building Code that applies to the municipalities in its area of the Regional District and requires a building permit for all structures. The County, through the Department of Permits, Inspections and Enforcement ("DPIE"), reviews and issues building permits for properties in the City, after consulting with M-NCPPC and determining that County Zoning Ordinance requirements have been met. DPIE has building code inspectors on staff and inspects for building code compliance prior to close-out of a permit and issuance of a use and occupancy permit, if required. The County utilizes an optional peer review system and requires third party inspections for large projects.

The City issues building permits under the Chapter 87, Building Code, in the City Code. This is authorized by §5-211, Local Government Article, Annotated Code of Maryland. Chapter 87 adopts the County's Building Code by reference, with amendments, so that the two codes are consistent. The City's Public Services Department receives applications and issues permits after review by the Planning, Community and Economic Development Department for compliance with the Prince George's County Zoning Ordinance and the City's Civil Engineer. Public Services staff enforces permit violations and for failure to obtain a permit. The City does not have any structural engineer on staff.

Under §20-513(e), a municipality may request to be exempted from the application of a County building code adopted as a local law, and as a result, avoid the dual building permit system, as follows:

(e) Exemptions. -- The County Council may exempt a municipal corporation or special taxing district in the regional district from local laws adopted under this section if the County Council determines that the building regulations and enforcement in the municipal corporation or special taxing district are as adequate and equally effective as the local laws adopted by the County Council.

The City wishes to explore requesting an exemption from the County building permit requirements and to be allowed to operate its own full-service permit and construction inspections office. This would also require being able to coordinate with M-NCPPC. To do so, it must demonstrate that its building code and enforcement are "as adequate and equally effective" as the local County system. This RFP requests a feasibility study to determine the costs and benefits of the City developing a building code and enforcement agency as adequate and equally effective as the County's.

OVERVIEW OF REQUEST FOR PROPOSALS

The City requests sealed proposals from qualified and experienced consulting professionals for the preparation and delivery of a feasibility study and report which fully analyzes the County and the City's current system for building permit review and inspections and the potential capacity of the City to operate a City Building Code, Permitting and Enforcement Department, to determine if the City Department would be as adequate and equally effective as the County's and to make recommendations ("Project"). The Project will consist of a preliminary analysis phase and a final report phase.

SCOPE OF WORK

The City requests a feasibility analysis of the transfer of sole authority for building plan review, permit issuance, licensing and inspection services from Prince George's County Department of Permitting, Inspections and Enforcement (DPIE) to the City of College Park. This analysis does not include the transfer of planning and zoning authority from the M-NCPPC to the City. It is understood that any transfer of responsibilities would continue to include coordination with

M-NCPPC and the Planning Board for zoning review and approval. Elements of this analysis shall include, but not be limited to, the following:

The selected consultant will provide a thorough cost-benefit analysis of the City's options for providing these services. The goals for the study are to 1) improve services to residents, developers, builders, and contractors performing work in the City of College Park (and neighboring jurisdictions who elect to contract with the City for said services), 2) reduce timeframes associated with these services, 3) increase efficiency and work flow and reduce redundant services, 4) standardize review of applications for permits, and 5) avoid repeated reviews that result in multiple revisions of plans and unnecessary expense. The selected consultant shall recommend the most efficient and effective method of providing these services within the City (and neighboring jurisdictions who elect to contract with the City for said services). The scope of work shall include:

Analysis Phase

- A review and description of existing services provided by the City and Prince George's County DPIE. Meet with the City Manager, Engineer, Directors of Planning, Community and Economic Development, and Public Services, and the City Attorney to fully understand the current system and gain information for alternatives. Meet with County and/or M-NCPPC representatives as deemed advisable, and other municipalities, such as Laurel, that operate their own building departments.
- 2. Identification of strengths and weaknesses of current County processes pertaining to work within municipalities.
- 3. Review of liabilities associated with the transfer of authority and the steps required to minimize risk to the City.
- 4. Identify annual revenue from building permits from the last 10 years at minimum (to reflect both more and less active times for development in the City), that the City would have received had building permits been issued only by the City, and the revenue the City would have received had building permits been solely issued by the City; and compare to annual expenditures the City would have expended for providing and performing the County equivalent of building code permitting and inspection services.
- 5. Identify and work with focus groups, including users, to identify strengths and weaknesses of current process and potential improvements

Report Phase

- 6. Propose options for consideration by the City and include an assessment of costs and benefits and organizational plans associated with each option. Options may include the provision of full or limited services and the use of City staff vs. contractors and third-party inspection. Take into consideration the required coordination with M-NCPPC and the Planning Board.
- 7. Propose an implementation plan and timeline for each recommended option.
- 8. Propose a schedule of City fees for permit application, review and inspection services. Compare to County fees.
- 9. An implementation plan and timeline for each recommended option.

- 10. Proposed optional organizational plans, with cost-benefit analysis for providing these City services
- 11. Attend a meeting with the Mayor and Council as requested.
- 12. Identification of strengths and weaknesses of current County processes.
- 13. Review of legal issues and liability associated with the transfer of authority and the steps required to remove any legal impediments.
- 14. Identify annual revenue from building permits from the last ten (10) years the City would have received had building permits been solely issued by the City and compare to annual expenditures the City would have expended for providing and performing the County equivalent of building code permitting and inspection services.
- 15. Propose options for consideration by the City and include an assessment of costs and benefits associated with each option. Options may include the provision of full or limited services and the use of City staff vs. contractors and third-party inspection. Take into consideration the required coordination with M-NCPPC and the Planning Board.
- 16. Propose a schedule of fees for service, permit, and inspection to sustain the optional levels of services. Compare to County fees.
- 17. An implementation plan and timeline for each recommended option.
- 18. Proposed organizational charts to correspond with each option.

Proposer's Recommendations

Proposers are encouraged to recommend additional areas of inquiry in conducting the Feasibility Study.

Final Report

Upon completion of the study, proposer will produce a final report, and present a final report to the Mayor and Council at a public meeting if requested. The final report shall include as appendices all information, including, but not limited to, research and surveys upon which the proposer has relied.

Progress Reports

The proposer shall keep the Contact Person(s) informed on a regular basis (no less frequently than every 2 weeks) as to their progress in completing the study.

PROPOSAL SUBMISSION REQUIREMENTS

Proposal submissions will consist of a signed original and three copies stating the name, address, telephone number, FAX number and e-mail address of the person/firm making the submittal. Submittals should be enclosed in a sealed envelope, addressed to the Director of Finance, City of College Park, marked **Consulting Services –Building Code and Enforcement Feasibility Study, RFP CP-20-03,** and delivered to the Finance Department, City of College Park, 8400 Baltimore Avenue, Suite 375, College Park, Maryland 20740, no later than **Monday, March at 2:00 p.m.**, at which time the sealed bids will be opened and read publicly. No bid bond is required to be submitted with this proposal.

Proposals will become the sole property of the City of College Park. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Sections of the submitted proposal marked "Confidential" will be respected as such by the City to the extent allowed by law.

Submission of a proposal indicates acceptance by the proposer of the conditions contained in this Request for Proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the engagement agreement between the City and the firm selected.

It is the obligation of the proposer to be aware of all factors relevant to the study which include, but are not limited to, the following:

- 1. Physical characteristics and conditions in the City
- 2. Demographic characteristics of the City
- 3. Planning growth projections for the City for the short- and long-term future.

Proposals must provide the following information:

- 1. A Statement of Understanding of the Requested Work
- 2. A completed "Information Regarding the Proposer" form.
- 3. All required Affidavits
- 4. Examples of relevant work
- 5. The identity of all personnel who will be engaged in the contract work with resumes provided
- 5. Total cost of the study and the schedule and amount of payment for each component of the study and hourly rates for all personnel
- 6. Timetable for the number of days to complete the study and present the results

REVIEW OF QUALIFICATIONS AND EVALUATION CRITERIA

City staff will review all submissions for responsiveness to this RFP. Individuals, firms or teams will be given consideration. The review will consider the experience of the proposer, the

experience of the individuals proposed to work on the project, responsiveness to the request for proposals, work on similar projects, project references and fee structure. The City may request additional information from proposers.

The City reserves the right to waive technicalities or irregularities in proposals and to reject any and all proposals or any part thereof. The City also reserves the right to award the contract to the proposer that the City, in its sole discretion, determines to best serve the public interest in the furtherance of its objectives.

SELECTION PROCESS

The City will review all submitted proposals and may request a verbal presentation from one or more selected proposers. Following proposal review, a staff recommendation will be made to Mayor and Council for contract award.

Following contract award and prior to commencement of work, an engagement agreement will be executed between the parties in a form substantially like the Sample Consultant Agreement attached and acceptable to the City Attorney. The engagement agreement will incorporate this Request for Proposals and the submitted proposal by reference. If the Consultant fails to sign and return the Agreement within 10 days of award, the City may consider the Agreement as rejected, and move to award the bid to another competent proposer.

OTHER REQUIREMENTS AND INFORMATION

A. Indemnification

The submitter shall indemnify and hold harmless the City, its officials, officers, agents, servants and employees, from all suits, actions and damages or costs of every kind and description arising directly or indirectly out of the performance of this contract, including attorneys' fees, whether caused by negligent or willful actions or omissions on the part of the submitter, its agents, servants, subcontractors or employees, or for other causes.

B. Insurance

Selected Consultant will purchase from insurance companies authorized to do business in Maryland and maintain during the entire term of this Contract, comprehensive general liability insurance, automobile liability insurance, professional errors and omissions insurance and workers' compensation insurance with limits of not less than those set forth below. On each policy, Selected Consultant will name the City as an additional insured, with the exception of the workers compensation insurance and errors and omissions insurance, and will provide an additional insured endorsement.

i. <u>Comprehensive General Liability Insurance</u>: Combined single-limit liability insurance with a limit of \$1,000,000.00 each occurrence/aggregate. All

- insurance shall include completed operations and contractual liability coverage. Selected Consultant shall obtain builder's risk insurance in an amount appropriate to cover potential losses.
- ii. <u>Automobile Liability Coverage:</u> Automobile insurance with a combined limit of \$1,000,000.00 for each occurrence/ aggregate.
- iii. <u>Professional Errors and Omissions Insurance.</u> The Selected Consultant shall maintain a policy with limits of not less than \$1,000,000.00 each occurrence/aggregate
- iv. <u>Workers' Compensation Insurance:</u> Selected Consultant shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance. Selected Consultant shall provide workers' compensation insurance meeting the statutory limits for Maryland and Employers' Liability limits of \$500,000.00. All corporations are required to provide Workers' Compensation Certificates of Insurance.

Selected Consultant covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Selected Consultant on behalf of the City under this Agreement. Copies of the certificates of insurance and additional insured endorsements for all required coverage shall be furnished to the City within ten (10) days following the execution of this contract and prior to commencement of any work. The City shall receive 30 days prior notice of any amendment, reduction or elimination of the insurance coverage required herein.

Provision of any insurance required herein does not relieve Selected Consultant of any of the responsibilities or obligations assumed by the Selected Consultant in the contract awarded, or for which the Selected Consultant may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the City's immunities or any damage limits applicable to municipal government as provided by law.

The Selected Consultant shall also furnish to the City a Certificate of Insurance and additional insured endorsement in like amounts for any approved sub-contractor prior to commencement of work in the City.

INFORMATION REGARDING THE PROPOSER

(This information may be submitted in a substitute format if responses correspond to question numbers.)

| 1. Name of Proposer: | (Individual/F | Firm/Corporation) | |
|-------------------------------------------------------|-------------------------|----------------------------------------------------------------------------|-------------------|
| | · | • , | |
| Proposer's Business Addi | ess: | | |
| Contact Person: | | | |
| Title of Contact Person: | | | |
| Telephone Number: | () | | |
| FAX Number: | () | | |
| E-mail Address: | | | |
| Federal ID Number (EIN) | : | | |
| 2. Is the business incorpor | rated?Yes | No | |
| Non-Corporate Business | | | |
| each individual having a t | | ne name and business and rester financial interest in the buse Residence A | siness. |
| | | | |
| Corporate Business Entity | Please answer questions | 3 4 and 5 | |
| 4. List the names of all of date of which they assume | - | , their business and residence s. | addresses and the |
| Res | sidence and | <u>Date</u> | Office |
| Name Office Bu | siness Address | <u>Assu</u> | <u>med</u> |
| | | | |
| | | | |
| | | | |

| | <u>Name</u> | Business Address | <u>I</u> | Residence Address |
|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|
| | | | | |
| | Please provide the followay (5) years which is like | the work requested. | | you have done within the last |
| т | | Contract | Date | Contact's Name & |
| <u>F</u> | or Whom Performed | <u>Amount</u> | Completed | <u>Telephone Number</u> |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | 0.11 | (TI) 1/(N | |
| | * | O I | ` | refers to an individual, part- |
| | ship, partner and/or corp | poration and its officer | s.) | • |
| ner | ship, partner and/or corp Have you ever failed If yes, state where and | poration and its officer to complete any contract why. | s.) act awarded to you? | ? |
| ner | ship, partner and/or corp Have you ever failed If yes, state where and | poration and its officer to complete any contract why. | s.) act awarded to you? | ? |
| ners a. | Ship, partner and/or corp Have you ever failed If yes, state where and Have you ever been a | poration and its officer to complete any contradi why. ffiliated with an organ | s.) act awarded to you? ization that failed t | |
| ners a. | Ship, partner and/or corp Have you ever failed If yes, state where and Have you ever been a If yes, state name of o | poration and its officer to complete any contradi why. ffiliated with an organ | ization that failed tonstances. | co complete a contract? |
| nersa. | Ship, partner and/or corp Have you ever failed If yes, state where and Have you ever been a If yes, state name of or With what other busin | poration and its officer to complete any contradict why. If the complete any contradict why. If the contradict with an organ organization and circumnesses are you affiliate | s.) act awarded to you? ization that failed to instances. d? | co complete a contract? |
| nersa. b. | Have you ever failed If yes, state where and Have you ever been a If yes, state name of o With what other busin Please list all persons | poration and its officer to complete any contradi why. ffiliated with an organ organization and circur nesses are you affiliate who will supervise the | ization that failed to stances. d? e work on this stud | co complete a contract? |
| nersa. b. c. d. | Ship, partner and/or corp Have you ever failed If yes, state where and Have you ever been a If yes, state name of or With what other busin Please list all persons Identify all personnel | poration and its officer to complete any contradi why. ffiliated with an organ organization and circur nesses are you affiliate who will supervise the | ization that failed to stances. d? e work on this studed to perform the w | co complete a contract? |
| nersa. b. c. d. | Have you ever failed If yes, state where and Have you ever been a If yes, state name of of With what other busin Please list all persons Identify all personnel Documents and list ea | poration and its officer to complete any contrad why. If filiated with an organ organization and circumsesses are you affiliate who will supervise the who will be employed ach person's hourly rat | ization that failed to source ization that failed to nstances. d? e work on this studed to perform the wee. | co complete a contract? y ork described in the Contract |
| nersa. b. c. d. | Have you ever failed If yes, state where and Have you ever been a If yes, state name of c With what other busin Please list all persons Identify all personnel Documents and list ea | poration and its officer to complete any contrad why. If filiated with an organ organization and circur nesses are you affiliate who will supervise the who will be employed ach person's hourly rate orked on a similar pro | ization that failed to stances. d? e work on this studed to perform the wee. | co complete a contract? by ork described in the Contract overnmental units or agencies name and telephone number of |

| and specify the work each is expe | you intend to use in performing work under this Contracted to perform. |
|---------------------------------------|------------------------------------------------------------------------|
| | iens outstanding against your organization. |
| i. Is your organization licensed in t | the State of Maryland for the current year? |
| Dated thisday of | , 2020 |
| | |
| | Name of Proposer |
| | By: |
| | Printed Name: |
| | Title: |

TO BE SUBMITTED WITH PROPOSAL

Non-Collusion Affidavit

| | , being duly sworn on oath, deposes and says: |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| That he/she is the | |
| (Owner, Partner, | Title if on behalf of a Corporation) |
| of | |
| | ness, Corporation or Partnership) |
| firm or corporation acting on its behalf; ceptive show of competition in the competition that the said Corporation has not in any ment, participated in any collusion to fix petitor, or otherwise taken any action in the contract for which the Proposal is su sents that she has personal knowledge or | to officer of the said Corporation has nor has any person, agreed, conspired, connived or colluded to produce a depilation of the Proposal being submitted herewith; and manner, directly or indirectly, entered into any agrees the Proposal Price of the Proposer herein or any comrestraint of free competitive bidding in connection with abmitted; that in making this Affidavit, the affiant reprefithe matters and facts herein stated. The Affiant hereby of perjury that the foregoing is true to the best of her |
| To | be signed by a duly authorized Officer. |
| | 7 00 orginal by a dury additionzed Officer. |
| | (SEAL) |
| Na | ame |
| Ti | tle |
| Da | ate: |

TO BE SUBMITTED WITH PROPOSAL

AFFIDAVIT WITH RESPECT TO NON-CONVICTION, NON-SUSPENSION AND FALSE PRETENSES

| I here | by affirm that: |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | I am the (Title) and duly authorized representative of |
| | (Name of Business Entity) whose address is |
| | and that I possess the legal authority to make thi affidavit on behalf of myself and the firm for which I am acting. |
| 2. | Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted, or in an official investigation or other proceeding admitted in writing or under oath, acts or omissions which constitute bribery, attempted bribery or conspiracy to bribe under the provisions of Criminal Law Article of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported); and |
| 3. | Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted under a State of federal law or statute of any offense enumerated in §16-203 of the State Finance and Procurement Article; and |
| 4. | Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been found civilly liable under a State or federal antitrust statute as provided in §16-203 of the State Finance and Procurement Article. |
| 5. | Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the |

best of my knowledge, any of its officers, directors, or partners or any of its employees who will provide, directly or indirectly, supplies, services, architectural services, con-

- struction related services, leases of real property, or construction have been debarred or suspended under this subtitle.
- 6. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, information and belief, any officer, director, partner, member or associate thereof; nor any of its employees directly involved in obtaining contracts with the City, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses under the laws of any state or federal government, based upon acts committed after July 1, 1981.
- 7. State "none" below or, as appropriate, list any suspension, debarment, conviction, plea or admission described in Paragraph 2 6 above, with the circumstances, date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any.

| | administrative body, the individuals involved and their position with the firm, and ntence or disposition, if any. |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | |
| | |
| | edge that this affidavit is to be furnished, where appropriate, to the City of College r Section 16-311 of the State of Maryland Finance and Procurement Article of the |
| notated | ode of Maryland. I acknowledge that, if the representations set forth in this affidav |

I acknowledge that this affidavit is to be furnished, where appropriate, to the City of College Park under Section 16-311 of the State of Maryland Finance and Procurement Article of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the City of College Park may terminate any contract awarded and take any other appropriate actions. I further acknowledge that I am executing this affidavit in compliance with Section 16-309 of the State Finance and Procurement Article of the Annotated Code of Maryland, which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

I further affirm that the business entity is properly registered to do business in the State of Maryland, or is not required to be registered.

| I do solemnly declare and affirm under the penalties of perjury that the contents of the affi are true and correct. | | |
|------------------------------------------------------------------------------------------------------------------------|--|--|
| Date | | |
| Signature | | |

Printed Name

14

TO BE SUBMITTED WITH PROPOSAL

(Figures)

CITY OF COLLEGE PARK Request for Proposals

Feasibility Study for Establishing a City Department of Building Code, Permitting and Enforcement

PROPOSAL FORM (2 PAGES)

CITY OF COLLEGE PARK SUBMISSION DUE DATE: March 9, 2020 **Public Services** TIME: 2:00 p.m. 8400 Baltimore Avenue, Suite 375 College Park, MD 20740 (to be filled out by bidding company) Having carefully examined the Request for Proposals, Instructions to Proposers, , the proposed Contract and Addenda Numbered _____ (complete if any addenda were issued, or enter "None"), and having received clarification on all items of conflict or upon which any doubt arose, and understanding that all unit prices bid will remain in effect throughout the term of the contract, whether completed at one time or in interrupted phases, the undersigned proposes to furnish all labor, equipment, materials, etc., required by the documents for the entire work, all in strict accordance with the contract documents, for the stipulated sum of: **Total Not to Exceed Price in words and figures:** (Written)

| Listing of Personnel Performing the Contract Work and Hourly Billing Rates | | |
|----------------------------------------------------------------------------|--|--|
| | | |
| | | |
| | | |
| | | |
| | | |

SPECIAL TERMS AND CONDITIONS:

- A. Failure to properly and completely fill in all blanks may be cause for rejection of this proposal.
- **B.** It is understood that the proposal price will be firm for a time period of <u>one hundred twenty</u> (120) calendar days from the proposal opening date, and that, if the undersigned is notified of acceptance of this proposal within this time period, the Proposer shall execute a contract for the above stated compensation.
- C. The prices shall be stated in both words and figures.
- D. In submitting this bid, the Proposer certifies that the Proposer:
 - 1. Currently complies with the conditions of §69-6 "Equal Benefits" of the City Code, by providing equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners; or
 - 2. Will comply with the conditions of §69-6 at time of contract award; or
 - 3. Is not required to comply with the conditions of §69-6 because of allowable exemption.
- E. In submitting this bid, the Proposer certifies that the Proposer does not discriminate on the basis of age, race, color, creed, pregnancy, religion, national origin, ancestry, disability, marital status, sex, sexual orientation, gender identity, physical characteristic or other unlawful basis of discrimination.

| Name of Proposer: | | |
|----------------------------------------------------|-------------|--|
| Name of Individual Authorized to Bind the Proposer | | |
| Signature: | | |
| Federal ID Number: | | |
| Date: | | |
| License No. | Date Issued | |
| Place of Issuance | | |

SAMPLE CONSULTANT AGREEMENT

| THIS CONSULTANT'S AGREEMENT (the "Agreement") is made | this day of |
|---------------------------------------------------------|---------------------|
| , 2020, by and between the CITY OF COLLEGE PARK (the "C | City"), a municipal |
| corporation of the State of Maryland, and | , hereinafter |
| referred to as "Consultant" | |

WHEREAS, Consultant desires to act for the City as an independent contractor to perform a feasibility study with respect to establishing a City Building Code, Permitting and Enforcement Department separate and distinct from and in place of the Prince George's County Department of Permitting Inspections and Enforcement ("Project"); and

WHEREAS, the City desires that Consultant provide such services.

NOW, THEREFORE, in consideration of the foregoing premises which are incorporated herein, the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Appointment. The City hereby engages Consultant, as an independent contractor and not as an agent or employee of the City, to provide an analysis of the feasibility of the transfer of sole authority for building plan review, permits, licensing and inspection services from Prince George's County Department of Permitting, Inspections and Enforcement (DPIE) to the City of College Park, which would include coordination with M-NCPPC and the Planning Board for zoning review and approval, subject to the terms and provisions of this Agreement.
- **2. Scope of Services.** Pursuant to the Agreement, the Consultant agrees to furnish all the material and perform all of the work in compliance with the requirements and standards con-

tained in the Contract Documents, as defined herein. All work shall be performed in accordance

with the standards in the industry. The scope of work includes the following:

The Consultant will the prepare and deliver a feasibility study and report which fully analyzes the County and the City's current system for building permit review and inspections and the potential capacity of the City to operate a City Building Code, Permitting and Enforcement Department, to determine if the City Department would be as adequate and equally effective as the County's and to make recommendations ("Project").

The Consultant will conduct all research necessary to provide a thorough cost-benefit analysis of the City's options for providing these services. The goals for the study are to 1) improve services to residents, developers, builders, and contractors performing work in the City of College Park (and neighboring jurisdictions who elect to contract with the City for said services), 2) reduce timeframes associated with these services, 3) increase efficiency and work flow and reduce redundant services, 4) standardize review of applications for permits, and 5) avoid repeated reviews that result in multiple revisions of plans and unnecessary expense. The Consultant shall recommend the most efficient and effective method of providing these services within the City (and neighboring jurisdictions who elect to contract with the City for said services). The scope of work shall include:

Analysis Phase

- 19. A review and description of existing services provided by the City and Prince George's County DPIE. Meet with the City Manager, Engineer, Directors of Planning, Community and Economic Development, and Public Services, and the City Attorney to fully understand the current system and gain information for alternatives. Meet with County and/or M-NCPPC representatives as deemed advisable, and other municipalities, such as Laurel, that operate their own building departments.
- 20. Identification of strengths and weaknesses of current County processes pertaining to work within municipalities.
- 21. Review of liabilities associated with the transfer of authority and the steps required to minimize risk to the City.
- 22. Identify annual revenue from building permits from the last 10 years at minimum (to reflect both more and less active times for development in the City), that the City would have received had building permits been issued only by the City, and the revenue the City would have received had building permits been solely issued by the City; and compare to annual expenditures the City would have expended for providing and performing the County equivalent of building code permitting and inspection services.
- 23. Identify and work with focus groups, including users, to identify strengths and weaknesses of current process and potential improvements

Report Phase

24. Propose options for consideration by the City and include an assessment of costs and benefits and organizational plans associated with each option. Options may include the

- provision of full or limited services and the use of City staff vs. contractors and third-party inspection. Take into consideration the required coordination with M-NCPPC and the Planning Board.
- 25. Propose an implementation plan and timeline for each recommended option.
- 26. Propose a schedule of City fees for permit application, review and inspection services. Compare to County fees.
- 27. An implementation plan and timeline for each recommended option.
- 28. Proposed optional organizational plans, with cost-benefit analysis for providing these City services
- 29. Attend a meeting with the Mayor and Council as requested.
- 30. Identification of strengths and weaknesses of current County processes.
- 31. Review of legal issues and liability associated with the transfer of authority and the steps required to remove any legal impediments.
- 32. Identify annual revenue from building permits from the last ten (10) years the City would have received had building permits been solely issued by the City and compare to annual expenditures the City would have expended for providing and performing the County equivalent of building code permitting and inspection services.
- 33. Propose options for consideration by the City and include an assessment of costs and benefits associated with each option. Options may include the provision of full or limited services and the use of City staff vs. contractors and third-party inspection. Take into consideration the required coordination with M-NCPPC and the Planning Board.
- 34. Propose a schedule of fees for service, permit, and inspection to sustain the optional levels of services. Compare to County fees.
- 35. An implementation plan and timeline for each recommended option.
- 36. Proposed organizational charts to correspond with each option.

| The Scope of Services is more particularly described in the proposal from Consultant date |
|-------------------------------------------------------------------------------------------|
| 2020, which is attached hereto and incorporated herein as Exhibit A. |

- 3. <u>Dates of Work.</u> The Consultant agrees to commence work within five days of notice to proceed and to complete the work within ______ of notice to proceed. All work shall be performed pursuant to the work schedule developed and submitted by the Consultant in coordination with the City. It is understood by the parties hereto that time is of the essence in the completion of the services under this contract.
- 4. <u>Contract Price</u>. The City agrees to pay the Consultant, as consideration for the Consultant's satisfactory performance of all obligations under this Agreement, a sum not to

exceed________, which shall include all incidental costs including, but not limited to, travel, printing, copying, binding, telephone, drawings, diagrams and photographs.

Additional services related to this project shall be provided by the Consultant on an asneeded basis as directed by the City in writing. Such services shall be billed to the City at the hourly rates established in attached Exhibit A,. Invoices for payment of services may be submitted on a monthly basis and must be supported by a summary of work completed and any other documentation required by the City. Invoices will be paid after approval by the Finance Director. In no event shall the amount billed by the Consultant exceed that amount attributed to the work completed as of the date of the bill.

5. <u>Contract Documents.</u> This Agreement and the following enumerated documents, which are incorporated by reference as if fully set forth herein, form the contract and are termed the Contract Documents:

Exhibit A Consultant Proposal dated RFP 20-03.
Required affidavits and certifications Schedule of Work

In the event of a conflict between the Contract Documents and the Agreement, the terms of this Agreement shall prevail.

Other Payments; Expenses; Taxes. The City will not be responsible for any cost or expenses of operation of any kind associated with Consultant's provision of services pursuant to this Agreement, except as set out herein. Consultant shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered hereunder except as set out herein. The parties hereto further agree that the City shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Consultant in connection with the performance of his obligations under this Agreement.

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in the gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further

recognize that Consultant, as an independent Consultant of the City, is responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any other fees, taxes, and expenses whatsoever. In the event that Consultant is deemed not to be an independent contractor by any local, state or federal governmental agency, Consultant agrees to indemnify and hold harmless the City for any and all fees, taxes, costs and expenses, including, but not limited to, attorneys fees incurred thereby.

7. <u>Insurance</u>. Consultant will purchase and maintain during the entire term of this Agreement, comprehensive general liability insurance, professional errors and omissions insurance, automobile insurance and workers' compensation insurance with limits of not less than those set forth below, issued by an insurer authorized to do business in Maryland. On each policy except for workers compensation and professional errors and omissions, Consultant will name the City of College Park as an additional insured.

A. Comprehensive General Liability Insurance

- (1) Personal injury liability insurance with a limit of \$1,000,000 each occurrence/aggregate;
- (2) Property damage liability insurance with limits of \$500,000.00 each occurrence/aggregate.

All insurance shall include completed operations and contractual liability coverage. B. Professional Errors and Omissions Insurance. The Consultant shall maintain a policy with limits of not less than \$1,000,000.00 each occurrence/aggregate. C. Automobile fleet insurance \$1,000,000.00 for each occurrence/aggregate; property damage - \$500,000.00 for each occurrence/aggregate.)

D. <u>Workers' Compensation Insurance.</u> Consultant shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance. All Corporations are required to provide Workers' Compensation Certificates of Insurance.

Consultant covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Consultant on behalf of the City under this Agreement. Copies of the certificates of insurance and additional insured endorsements for all required coverage shall be furnished to the City within ten (10) days following the execution of this contract and prior to commencement of any work. The Certificate shall demonstrate that the Consultant has complied with the requirements of this section and be in a form acceptable to the City. The City shall receive 30 days prior notice of any amendment, reduction or elimination of the insurance coverage required herein.

Provision of any insurance required herein does not relieve Consultant of any of the responsibilities or obligations assumed by the Consultant in the contract awarded, or for which the Consultant may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the City' immunities or any damage limits applicable to municipal government as provided by law.

The Consultant shall also furnish to the City a Certificate of Insurance and additional insured endorsement in like amounts for any approved sub-contractor prior to commencement of work in the City. Coverage will be primary and noncontributory with any other insurance and self-insurance.

8. <u>Indemnification.</u> The Consultant shall indemnify and save harmless the City, its officers, employees and agents, from all suits, actions and damages or costs of every kind and description, including attorneys' fees, arising directly or indirectly out of the performance of the

contract, whether caused by the negligent or willful act or omission on the part of the Consultant, its agents, servants, employees and subcontractors.

- 9. <u>Licenses, Applicable Laws</u>. Consultant will be responsible for obtaining any and all licenses pertaining to performance of work under the Agreement. All services and materials provided by Consultant shall conform to all applicable laws and regulations.
- 10. <u>Materials and Standard of Work</u>. All work performed and material provided pursuant to this Agreement shall be in conformance with standards and specifications applicable in the industry. All work shall be performed in a neat and workmanlike manner by trained and experienced personnel. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Consultant at Consultant's expense, notwithstanding that such deficiencies have been previously accepted or were due to no fault of the Consultant.
- 11. Subcontracting. The City recognizes that the Consultant will subcontract to Floura Teeter for a portion of the work. The Consultant may not subcontract any other work required under this Agreement without the consent of the City. If the Consultant wishes to subcontract any of the said work, it must provide subcontractor names, addresses, and telephone numbers and a description of the work to be done. The Consultant is not relieved of primary responsibility for full and complete performance of any work identified to the subcontractor. There shall be no contractual relationship between the City and the subcontractor.
- **12.** <u>Accurate Information.</u> The Consultant certifies that all information provided in response to requests for information is true and correct. Any false or misleading information is grounds for the City to terminate this contract.

- 13. <u>Errors in Specifications</u>. The Consultant shall take no advantage of any error or omission in the specifications. The City shall make such corrections and interpretations as may be deemed necessary and that decision shall be final.
- 14. <u>Construction and Legal Effect</u>. This Agreement, including all Contract Documents, constitutes the entire understanding between the parties. No modification or addition to this Agreement shall have any effect unless made in writing and signed by both parties hereto.
- 15. <u>No Assignment</u>. This Agreement shall not be assigned or transferred by Consultant, whether by operation of law or in any other manner, without prior consent in writing from the City. In the event of insolvency of either party, this Agreement shall terminate immediately at the election of the other party.
- 16. Relief. The Consultant recognizes the substantial and immediate harm that a breach or threatened breach of this Agreement will impose upon the City, and further recognizes that in such event monetary damages may not be available to, or fully compensate, the City. Accordingly, in the event of a breach or threatened breach of this Agreement, Consultant consents to the City's entitlement to seek ex parte, preliminary, interlocutory, temporary or permanent injunctive, or any other equitable relief, protecting and fully enforcing the City's rights hereunder and preventing the Consultant from further breaching any of its obligations set forth herein. Nothing herein shall be construed as prohibiting the City from pursuing any other remedies available to the City at law or in equity for such breach or threatened breach, including the recovery of damages from Consultant.
- 17. <u>Termination for Default</u>. Notwithstanding anything to the contrary herein, this Agreement may be terminated upon the failure of the Consultant to deliver work, supplies, materials or services in a timely manner, to correct defective work or materials, to act in good faith, or to carry out the work in accordance with contract documents, each of which shall constitute a

breach of this Agreement. In such event, the City may give notice to the Consultant to cease work until the cause for such order has been eliminated. Should the Consultant fail to correct such

default

within 10 days of the date on which Consultant receives written notice from the City specifying

in reasonable detail the nature of Consultant's non-performance, or within 24 hours after receipt

of notification concerning a default involving acts or omissions by Consultant agents, servants or

employees that cause a hazard, shall constitute a breach of this Contract. In such event, the City

may give notice to the Consultant to cease work if the cause for such order has not been eliminat-

ed within such 10-day period or 24-hour period as appropriate. Should the Consultant fail to cor-

rect such default within such 10-day or 24-hour period, the City may terminate this Contract.

This provision shall not limit the City in exercising any other rights or remedies it may have un-

der applicable law.

18. Termination for Convenience. The performance of work or delivery of services

under this Agreement may be terminated in whole or in part at any time upon written notice when

the City determines that such termination is in its best interest. The City will be liable only for

labor, materials, goods, and services furnished prior to the effective date of such termination.

19. <u>Notices</u>. All notices shall be sufficient if delivered in person or sent by certified

mail to the parties at the following addresses:

Scott Somers

City Manager

8400 Baltimore Avenue

Suite 375

College Park, MD 20740

26

- **20.** <u>Costs.</u> The prevailing party as determined by a court of competent jurisdiction shall be entitled to attorneys' fees and costs incurred in any actions or claims brought to enforce this Agreement, or for damages hereunder.
- **21.** Enforcement Provisions. The failure of the City or Consultant, at any time, to enforce any of the provisions of this Agreement, or any right with respect thereto, will in no way be construed to be a waiver of such provisions or right, or in any way to affect the validity of this Agreement. The exercise by either party of any rights under this Agreement shall not preclude or prejudice the subsequent exercise of the same or any other rights under this Agreement.
- **22.** Governing Law. This Agreement shall be governed by the laws of the State of Maryland, excluding its conflict of law rules, as if this Agreement were made and to be performed entirely within the State of Maryland.
- 23. Severability. If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.
- **24. Set-Off**. In the event that Consultant shall owe an obligation of any type whatsoever to the City at any time during the term hereof or after termination of the relationship created hereunder, the City shall have the right to offset any amount so owed by the Consultant against any compensation due the Consultant from the City.

25. Non-Discrimination.

A. The City of College Park is an Equal Opportunity Employer. Discrimination based on race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affilia-

tion or any other factors not related to the ability to perform the work is expressly prohibited.

B. The Consultant certifies that it does not discriminate on the basis of race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work.

26. Equal Benefits.

- A. Consultant must comply with the applicable provisions of § 69-6 of the City Code. The Consultant shall provide the City Manager, or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with these provisions.
- B. Upon request, the Consultant shall provide evidence of compliance with the provisions of § 69-6 of the City Code upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Consultant may not be in compliance with the provisions of this section.
- C. The failure of the Consultant to comply with § 69-6 of the City Code will be deemed to be a material breach of the covered contract.

27. Materials.

- A. Materials produced under this Agreement shall be considered Official Products of Work, owned by the City. With permission from the City the Consultant may share/use these Products with other existing and future clients.
 - B. Materials independently developed and owned by the Consultant or by other authors

and third parties, and which may be used in the fulfillment of this Agreement, remain the property of their authors or owners. Subsequent use of such materials by the City shall require written permission of the Consultant or other author(s) thereof.

C. Information contained in documents that may be given to the Consultant for review remain the property of the City and may not be duplicated or distributed or otherwise published without the express consent of the owner. Material provided to the Consultant for review shall be returned to the City upon completion of the task.

D. The Consultant understands that information and records provided to or made available about participants and clients or services during the performance of this Agreement are considered confidential and shall not be used for any purpose other than to perform the required services. Regardless of the data format, the Consultant agrees that it, and any of its employees or agents, shall not disclose or allow disclosure of any such data or derivatives of it to any third party without the written permission of the City. Any copies of such records made during performance of this Agreement shall be returned to the City upon the expiration of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

CITY OF COLLEGE DADI

| WIINESS: | CITY OF COLLEGE PARK |
|-----------------------------------|----------------------|
| | By: |
| Janeen S. Miller, CMC, City Clerk | • |
| WITNESS: | Bv: |
| | Dy. |

TTTTNIE CO

| Name: Title: | |
|-----------------|------------------------------------------------------------|
| | Approved as to form and legal sufficiency |
| | Suellen M. Ferguson, Attorney for the City of College Park |